

Enflo LLC Limited Warranty

1. What ENFLO LLC Warrants.

Subject to the terms and conditions of sale, including any terms and conditions set forth by ENFLO LLC, ("ENFLO" or "ENFLO CANADA LTD" or "ENFLO Corporation" or "ENFLO Canada" or "us" or "we") in any applicable ordering document (collectively, the "Terms") for products purchased by the purchaser ("you" or "Purchaser") from ENFLO (the "Products"), ENFLO represents and warrants:

(a) The Products will be delivered within the inspection criteria and/or quality specification, as defined in the Purchase Order and as accepted by ENFLO.

(b) Except as set forth in any Terms, the Products are free from any legal security interest, lien or encumbrances known to ENFLO at time of sale.

The Purchaser, its specifiers, design professionals, assignees, agents, or owners of record, each acknowledge no reliance upon ENFLO, its officers, agents or any employee for determination or recommendation regarding the suitability, compatibility or intended use of ENFLO Products and that such determination shall be incumbent upon the Purchaser. Notwithstanding anything to the contrary herein, ENFLO makes no warranties, and hereby disclaims all warranties, regarding any components or products or services provided by any third parties, including without limitation ENFLO's third party suppliers.

Many factors beyond ENFLO's control and uniquely within the Purchaser's knowledge and control can affect the use and performance of an ENFLO product in a particular application. Given the variety of factors that can affect the use and performance of an ENFLO product, the Purchaser is solely responsible for evaluating the ENFLO product and determining whether it is fit for a particular purpose and suitable for the Purchaser's method of application.

The sole responsibility of ENFLO shall be that it will manufacture the Products in accordance with its published specifications and that the Products will be free from material defects in material and workmanship. ENFLO's liability for breach of an express warranty shall exist only if the Products are installed, started in operation, and tested and used in strict conformity with ENFLO's published instructions and any use limitations or restrictions provided by ENFLO, including without limitation those listed in Section 3. ENFLO expressly excludes any warranty whatsoever concerning Products which have been subject to misuse, negligence, or accident, or altered or repaired by any party other than ENFLO or ENFLO's duly authorized agent. This warranty is expressly made in lieu of any and all other warranties, express or implied. Except as otherwise set forth herein, ENFLO warrants that the Products shall substantially conform to the warranties in this Section 1 for a period of 12months after the date the Products are manufactured by ENFLO (the "Warranty Period").

2. This Limited Warranty Is Conditional.

EXCEPT AS EXPRESSLY PROVIDED IN SECTION 1, THE PRODUCTS ARE PROVIDED "AS IS" (WITH ALL FAULTS) AND THE ENTIRE RISK AS TO SATISFACTORY PERFORMANCE, ACCURACY, AND EFFORT IS WITH PURCHASER. ALL OTHER WRITTEN, ORAL, STATUTORY EXPRESS OR IMPLIED WARRANTIES BY ANY AGENT, REPRESENTATIVE OR EMPLOYEE OF ENFLO INCLUDING, BUT NOT LIMITED TO, FITNESS FOR ANY PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, OR MERCHANTABILITY IS EXCLUDED. ENFLO DOES NOT WARRANT THAT PRODUCTS WILL BE FREE FROM DESIGN DEFECTS OR ERRORS. THERE ARE SOME STATE LAWS THAT DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES AND THE AFOREMENTIONED LIMITATION MAY NOT APPLY TO YOU. ENFLO SHALL NOT BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, INJURIES OR DEATH ARISING FROM THE USE OF ANY ENFLO PRODUCT WHETHER A CLAIM FOR DAMAGES IS BASED UPON DESIGN OR MANUFACTURING DEFECT, NEGLIGENCE, STRICT LIABILITY, INDEMNITY, WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY. UNDER NO CIRCUMSTANCES SHALL ENFLO'S TOTAL CUMULATIVE LIABILITY FOR ALL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PRODUCTS EXCEED THE ORIGINAL PURCHASE AMOUNT OF ANY PRODUCTS GIVEN RISE TO THE CLAIM PURCHASED BY PURCHASER OVER A 12 MONTH PERIOD. ENFLO DISCLAIMS ALL LIABILITY OF ANY KIND OF ENFLO'S SUPPLIERS AND LICENSORS. SOME STATES DO NOT ALLOW EXCLUSIONS OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT BE APPLICABLE.

This Limited Warranty is provided to the original Purchaser only, and applies to Products sold within North America. This Limited Warranty may not be modified, except by an officer of ENFLO in writing under notary seal. This Limited Warranty is non-transferable and is invalid in the event ENFLO does not receive full payment as agreed to in the terms of sale.

3. Exclusions to the Warranty.

The Limited Warranty excludes, and ENFLO is not liable in any way for any warranty claims related to:

- (i) Damage resulting in breakage (including without limitation spontaneous breakage, accidental breakage or breakage by any other means) of a Product or any component part;
- (ii) Failure of Product caused by abuse, improper cleaning, mishandling, improper installation, or by improper storage;
- (iii) Quoted lead times, ship dates, normal wear and tear, abuse, exposure to weathering, product modification or alteration, improper design, faulty installation;
- (iv) Failure to comply with technical documents, written instructions, applicable code, state and Federal regulations, or failure to seek or exercise reasonable engineering support and judgment.
- (v) Force Majeure including but not limited to, earthquake, hurricane, tornado, flooding, or other disasters natural or man-made. Civil unrest, strikes, declared or undeclared war, or lack of performance by, or discontinued product of, supply chain partners whose products, software, operations or management is beyond the control of ENFLO.

4. Purchasers Sole Remedy.

ENFLO's sole obligation, and Purchaser's exclusive remedy (including any entity or person claiming by or through Purchaser) in the event of breach of warranty or product defect shall be, in ENFLO's sole discretion, that ENFLO shall repair or replace such ENFLO Product (FOB ENFLO facility), or refund the purchase price for such Product. Any Products replaced under the terms of this Limited Warranty will be covered under the terms and balance of the duration of the original Limited Warranty for such Product. In no event shall ENFLO be liable or responsible for any labor costs or other expenses incurred in connection with the installation of the Product, removal of defective Product, or installation of replacement Product. ENFLO reserves the right to discontinue or modify any of its Products without giving notice. If ENFLO replaces any Product under this warranty, it may substitute products that are designated by ENFLO to be of comparable quality in the event the Product initially installed has been discontinued or modified.

5. Filing a Claim.

All claims must be filed in writing to ENFLO LLC, 315 Lake Avenue, PO Box 490, Bristol, CT06011, and ATTN: Customer Service within 30 days of discovery of a defective product, but in no event later than thirty days after the end of the Warranty Period (the "Warranty Notice Period"). Warranty claims made after the Warranty Notice Period are null and void and ENFLO shall have no responsibility with respect to such claims. Please provide proof of purchase, and current location of product in any claims filing. No repair or replacement will begin, other than substitution for sampling, until satisfactory determination of cause is established by ENFLO. The Purchaser may be required to submit a sample of the defective material to ENFLO for analysis and shall cooperate with ENFLO in determining root cause(s).